
GENERAL SERVICES TARIFF

TITLE PAGE

SOUTH CAROLINA

GENERAL SERVICES TARIFF

OF

Atlantic Broadband Enterprise, LLC

Toll Free Number: 888-536-9600

This tariff contains the descriptions, regulations, and rates applicable to the provision of telecommunications services provided by Atlantic Broadband Enterprise, LLC with principal offices at 2 Batterymarch Park, Suite 205, Quincy, Massachusetts 02169 for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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2 Batterymarch Park, Suite 205
Quincy, Massachusetts 02169

GENERAL SERVICES TARIFF

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
Title	Original	*	26	Original	*
1	Original	*	27	Original	*
2	Original	*	28	Original	*
3	Original	*	29	Original	*
4	Original	*	30	Original	*
5	Original	*	31	Original	*
6	Original	*	32	Original	*
7	Original	*	33	Original	*
8	Original	*	34	Original	*
9	Original	*	35	Original	*
10	Original	*	36	Original	*
11	Original	*	37	Original	*
12	Original	*	38	Original	*
13	Original	*	39	Original	*
14	Original	*	40	Original	*
15	Original	*	41	Original	*
16	Original	*	42	Original	*
17	Original	*	43	Original	*
18	Original	*	44	Original	*
19	Original	*	45	Original	*
20	Original	*	46	Original	*
21	Original	*	47	Original	*
22	Original	*	48	Original	*
23	Original	*	49	Original	*
24	Original	*	50	Original	*
25	Original	*	51	Original	*
			52	Original	*
			53	Original	*
			54	Original	*

*Indicates pages included with this filing

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GENERAL SERVICES TARIFF

TABLE OF CONTENTS

TITLE PAGE	Cover
CHECK SHEET	1
TABLE OF CONTENTS	2
SYMBOLS	3
APPLICATION OF TARIFF	4
SECTION 1 - DEFINITIONS	5
SECTION 2 - REGULATIONS	8
SECTION 3 – SERVICE DESCRIPTION AND RATES	48
SECTION 4 - SPECIAL ARRANGMENTS	51
SECTION 5 - CURRENT RATES	53

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GENERAL SERVICES TARIFF

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) – To signify changed regulation.
- (D) – To signify discontinued rate or regulation.
- (I) – To signify increased rate.
- (M) – To signify a move in the location of text.
- (N) – To signify new rate or regulation.
- (R) – To signify reduced rate.
- (S) – To signify reissued matter.
- (T) – To signify a change in text but no change in rate or regulation.

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GENERAL SERVICES TARIFF

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user telecommunications services by Atlantic Broadband Enterprise, LLC hereinafter referred to as the Company, to Customers within the state of South Carolina. Atlantic Broadband Enterprise, LLC's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the South Carolina Public Service Commission. In addition, this tariff is available for review at the main office of Atlantic Broadband Enterprise, LLC at 2 Batterymarch Park, Suite 205, Quincy, Massachusetts 02169.

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SECTION 1 - DEFINITIONS

Access Line - A transmission path, which connects a subscriber location to the carrier's terminal location or switching center.

Authorization Code - A numerical code, one or more of which is assigned to a subscriber to the Company to identify use of service on his account and to bill the subscriber accordingly for such service. Multiple authorization codes may be assigned to a subscriber to identify individual users or groups of users on their account.

Commission - The South Carolina Public Service Commission.

Company, Carrier, - Atlantic Broadband Enterprise, LLC, the issuer of this tariff.

Customer or Subscriber - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

DID Trunk - A form of local switched access that provided the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Direct Inward Dial ("DID") - A service attribute that routes incoming calls directly to stations by-passing a central answering point.

Disconnection - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Fiber Optic Cable - A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

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GENERAL SERVICES TARIFF

SECTION 1 – DEFINITIONS, (CONT'D.)

Interconnection - The connection of telephone equipment to the network; also, the connection of one carrier with another, i.e., the interface between carriers.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or in any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or ("LEC") - Denotes any individual, partnership, association, joint-stock Company, trust or corporation engaged in providing switched communication within an exchange.

Mbps - Megabits, denotes millions of bits per second.

Other Carrier - A person, firm, corporation, or entity regulated by the Commission or the FCC that subscribes to carriers' communications services and facilities and resells these communications services and facilities to the public for a profit. Unless otherwise indicated herein, the term "other carrier" when used in this tariff includes entities which are brokers of the service (act as intermediaries for the purpose of reselling), those entities which are processors of the service (enhance the value of the service through substantial incurred costs) and those entities which are underlying carriers or providers of facilities.

Point of Presence ("POP") - Point at which responsibility for handling traffic changes over from the local telephone operating Company to the interexchange carrier.

Premises - The space designated by a Subscriber as its place or places of business for termination of service (whether for its own communication needs or for its resale subscribers).
him with interLATA service without having to dial a special access code.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

GENERAL SERVICES TARIFF

SECTION 1 – DEFINITIONS, (CONT'D.)

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Station - Allows a station line user to add, change or delete telephone numbers from a speed-calling list. The list is dedicated to the individual station line user.

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

T1 - The basic 24-channel 1.544 Mbps pulse code modulation system as used in the United States.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User - A Customer, Joint User, or any other person authorized by Customer to use service provider under this tariff.

GENERAL SERVICES TARIFF

SECTION 2 - REGULATIONS**2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of South Carolina.

Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A. Minimum Period - Service is provided month-to-month or in a term agreement. The minimum term period is one (1) year unless otherwise specified in this tariff or mutually agreed upon by contract. Penalties may apply for early termination of the term agreement
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Continuation of Service: Except as otherwise stated in this tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall be renewed automatically for a one (1) year term, unless the Customer provides notice of intent not to renew such agreement at least thirty (30) days prior to the end of the initial or any additional term. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the state of South Carolina regardless of its choice of laws provision.
- G. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

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GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a Customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special reliance, consequential or other such damages. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for Interruptions as set forth in Section 2.7 of this tariff
- B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of the service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from the Customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (Cont'd.)

- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer and authorized user from any and all claims by any person relating to the services so provided.
- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppels, with respect to any service offered under this tariff. The Company will defend the Customer and authorized user against claims of patent infringement arising solely from the use by the Customer or authorized user of services offered under this tariff and will indemnify such Customer or authorized user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotions, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.5 Notice Concerning All Terms and Conditions and Rates

The Public Service Commission of South Carolina (“Commission” or “SCPSC”) requires that each telephone company’s Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 et seq. and the regulations found in South Carolina Code Binder 26, Chapter 103, Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina statute or SCPSC rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Sub article 1 – General

Sub article 2 – Records and Reports including Complaints, Accidents, Interruption of Service, and Service Reports

Sub article 3 – Customer Relations including Standards for Customer Deposits, Billing, Denial or Discontinuance of Service, Directories and Termination of Service

Sub article 4 – Engineering

Sub article 5 – Inspection and Tests

Sub article 6 – Standards and Quality of Service

Sub article 7 – Safety

Sub article 8 – Telecommunication Relay Service Advisory Committee

The Company agrees that it is responsible for complying with all applicable rules, regulations, and orders of the Public Service Commission of South Carolina and with the South Carolina Code. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule, regulation or order of the SCPSC or the South Carolina Code, the rule, regulation, order or statute will govern. Full Terms of Service are available on the Company’s website.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities, (Cont'd.)

- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 2. the reception of signals by Customer-provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- G. Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Equipment furnished by the Company on the premises of a subscriber is the property of the Company.

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GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Universal Emergency Telephone Number Service

- A. This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunction in the service, nor does the Company undertake such responsibility.
- B. 911 or E911 information consisting of the names, addresses and telephone numbers of all telephone Customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for the purposes of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point (PSAP).
- D. 911 or E911 emergency telephone number service may be provided by the Company's underlying carrier.
- E. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.8 Universal Emergency Telephone Number Service, (Cont'd.)

- F. The Company assumes no liability for any infringement, or invasion of any right of privacy or any persons caused, or claimed to be caused, directly or indirectly by the use of 911 or E911 service. Under the terms of this tariff, the Public Safety Agency must agree, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend, and hold harmless the Company for any infringements of invasion of the right or privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 or E911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 or E911 service hereunder, and which arise out of the negligence, or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or its agents.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant State laws and South Carolina Public Service Commission's regulations, policies, orders, and decisions.
- C. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- D. A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damages to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.1 General, (Cont'd.)

- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for: (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party; and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including, but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- D. Neither subscriber's landlord nor landlord's officers, agents, or employees, the building management or any party in interest to the lease under which the subscriber occupies space in the building shall have any liability to subscriber arising from the provision or operation of the services and service-related equipment referred to herein, or the interruption or failure thereof from any cause whatsoever.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications Services may be connected to the services or facilities of other communications carriers only when authorized by and in accordance with, the terms and conditions of the tariffs of the other communications carriers, which are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "end user" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1998 edition).

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.4 Customer Equipment and Channels, (Cont'd.)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Customer Deposits

2.5.1 Deposit Requirement

- A. The Company may require from any Customer or from any prospective Customer, a deposit intended to guarantee payment of bills for regulated service, if any of the following conditions exist:
 - 1. The customer has had two 30-day arrearages in the past 24 months, or the customer has been sent two or more late payment notices in the past 9 months; or
 - 2. A new customer cannot furnish either an acceptable co-signer or guarantor who is a customer of the utility within the State of South Carolina to guarantee payment; or
 - 3. The customer's gross monthly billing increases; or
 - 4. A customer has had his service terminated by any telephone utility for non-payment or fraudulent use; or
 - 5. The utility determines, through use of commercially acceptable methods, that the customer's credit and financial condition so warrants.
- B. The Company will inform affected prospective customers of the provisions contained in Section A above.
- C. The Company is not required to install new service to a customer prior to the utility's receipt of any deposit that is required of that customer.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Customer Deposits

2.5.2 Deposit Receipt

The Company will maintain records of each deposit it receives from a Customer and will provide means whereby a Customer may establish a claim regarding his deposit.

2.5.3. Amount of Deposit

- A. For a new Customer, a maximum deposit may be required up to an amount equal to an estimated two (2) months (60 days) total bill (including toll and taxes). For an existing customer, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) months.
- B. All deposits may be subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and the payment habits of the Customer.

2.5.4. Interest on Deposits

- A. Simple interest on deposits at the rate not less than that as prescribed by the Commission will be paid by the Company to each Customer required to make such deposit for the time it is held by the Company.
- B. The interest shall be accrued annually and payment of such interest shall be made to the customer at least every two (2) years and at the time the deposit is returned.
- C. The deposit will cease to draw interest on the date it is returned, the date service is terminated, or on the date notice is sent to the customer's last known address that the deposit is no longer required.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.5 Customer Deposits

2.5.5. Deposit Records

The Company will maintain records to show:

- A. The name and address of each depositor.
- B. The amount and date of the deposit.
- C. The last transaction concerning the deposits.
- D. The reasons why deposit retained after two year retention period.

2.5.6. Deposit Retention

Deposits shall be refunded completely with interest after two years unless the customer has had two 30-day arrearages in the past 24 months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in the past 9 months, or has a returned check in the past 6 months.

2.5.7. Unclaimed Deposits

A record of each unclaimed deposit will be maintained for at least two years, during which time the Company will make a reasonable effort to return the deposit. Unclaimed deposits, together with accrued interest, shall be treated in accordance with law.

2.5.8. Deposit Credit

Where a Customer has been required to make a deposit, that deposit shall not relieve the Customer of the obligation to pay the service bill when due, but where such deposit has been made and service has been disconnected because of nonpayment of account, then unless the Customer shall, within seventy-two hours after service has been disconnected, apply for reconnection of service and pay the account, the account may be discontinued. If the Company discontinues the account, the Company will pply the deposit of such Customer toward the discharge of such account and shall refund to the Customer any excess.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer. The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include Federal Excise Tax, State Sales Tax and Municipal Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable within fifteen (15) days after the date the Customer receives the invoice.
- B. The Company shall present invoices for monthly Recurring Charges as well as usage charges to the Customer for the preceding billing period. Recurring Charges shall be due and payable within fifteen (15) days after the date the invoice is received by the Customer.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service of facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.2 Billing and Collection of Charges, (Cont'd.)

- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds, which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. Late payment charges may be applied as allowed pursuant to South Carolina Public Service Commission Reg. 103-622.2 which provides that a maximum one and one half percent (1.5%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears.
- F. Company will charge a check service charge not to exceed the amount permitted under South Carolina law, if a check tendered for payment is returned to Company as non-sufficient funds (NSF) or is not in acceptable form.
- G. Customers have up to ninety (90) days (commencing five (5) days after remittance of the bill) to initiate a dispute over charges or to receive credits.
- H. If service is disconnected by the Company in accordance with Section 2.6.3 following and later restored, restoration of service will be subject to all applicable installation charges.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service

A. Disconnection for Non-Payment

In accordance with Section 103-633 of the South Carolina Code of Regulations, service may be terminated for non-payment of a bill, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice that he has five days in which to make settlement on his account or have his service disconnected. Service will be terminated only on Monday through Thursday between the hours of 8:00 A.M. and 4:00 P.M., unless provisions have been made to have someone available to accept payment and reconnect service.

In the event of a dispute concerning the bill, Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.6.8.E shall continue, and service shall not be disconnected for nonpayment of the disputed amount.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service

B. Disconnection or Refusal of Service for Other Reasons

In accordance with Section 103-625 of the South Carolina Code of Regulations, service may be refused or discontinued for any of the reasons listed below, for any reason set forth in this tariff, or for any reason set forth in the Company's individual contracts for services. Unless otherwise stated, the Customer shall be allowed a reasonable time in which to comply with the rule before service is discontinued.

1. Without notice, in the event of a condition determined by the Company to be hazardous or dangerous.
2. Without notice, in the event of customer use of equipment in such a manner as to adversely affect the Company's service to others.
3. Without notice, in the event of unauthorized use of telephone service.
4. For the customer tampering with equipment furnished and owned by the Company.
5. For violation of and/or non-compliance with the Commission's Orders or regulations governing service supplied by the Company.
6. For failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulation by the commission.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service

B. Disconnection or Refusal of Service for Other Reasons, (Cont'd.)

7. For failure of the Customer to permit the Company reasonable access to its equipment.
8. In cases involving abnormal and excessive use of toll service, service may be denied two (2) days after written notice is given to the customer, unless satisfactory arrangements for payment are made.
9. For failure of the customer to provide the Company with a deposit.
10. For failure of the Customer to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.
11. Where there is probable cause to believe that there is illegal or willful misuse of Company's service.
12. The Company shall not be required to furnish its service or to continue its service to any applicant who, at the time of such application, is indebted under an undisputed bill to the Company for telephone service previously furnished such applicant or furnished any other member of the applicant's household. However, for the purposes of this regulation, the Company may not consider any indebtedness which was incurred by the applicant or any member of his household more than six (6) years prior to the time of application.
13. For non-payment of that portion of the bill rendered by the Company for telephone service billed for another telephone utility.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.3 Discontinuance of Service

C. Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service

In accordance with Section 103-626 of the South Carolina Code of Regulations, the following reasons are not sufficient cause for refusal, suspension, or discontinuance of service to a present or prospective Customer:

1. Non-payment for services by a previous occupant of the premises to be served, unless such previous occupant shall benefit from such new service or unless the new occupant benefited from such old service.
2. Failure to pay for merchandise purchased from the Company.
3. Failure to pay for any non-regulated equipment or services provided by the Company.
4. Failure to pay for business service at a different location and a different telephone number shall not constitute sufficient cause for refusal of residential service or vice versa.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company at least thirty (30) days oral or written notice of desire to terminate service. If the Customer fails to provide the LEC with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and service rendered. Oral notice should be given to 888-536-9600. Written notice should be sent to:

Atlantic Broadband Enterprise, LLC
2 Batterymarch Park, Suite 205
Quincy, Massachusetts 02169
ATTN: VP of Commercial Services

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.5 Cancellation of Application for Service

- A. Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.6.5.A. through 2.6.5.C. will be calculated and applied on a case-by-case basis.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.6 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premise locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Establishing and Re-establishment of Credit

The Company reserves the right to examine the credit record of all applicants and subscribers. A subscriber whose service has been discontinued for nonpayment of bills will be required to pay any unpaid balance due to the Company and to re-establish credit.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.8 Billing Disputes

In the event of a dispute concerning the bill, Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 26.8.E shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill. Service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of Company by the Commission in the event the Customer files a written complaint with the agency. Subject to regulatory requirements, Company's policy is to limit retroactive adjustments for billing errors to 90 days prior to the date the error is discovered.

In accordance with Section 103-623 of the South Carolina Code of Regulations, if it is found that the Company directly or indirectly, by any device whatsoever, demanded, charged, collected or received from the Customer a greater or lesser compensation for any service rendered or to be rendered by the Company than that prescribed in the Company's tariffs or rate schedule applicable thereto or if it is found that any Customer has received or accepted any service from the Company for a compensation greater or lesser than prescribed in such tariffs or rate schedule; or if, for any reason, billing error has resulted in a greater or lesser charge than that incurred by the Customer for the actual service rendered, then the method of adjustment for such overcharge or undercharge shall be as provided by the following:

A. Customer Willfully Overcharged.

If the Company willfully overcharged any Customer, Company shall refund the difference, plus interest, as prescribed by the Commission, for the period of time that can be determined that the customer was overcharged.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.8 Billing Disputes, (Cont'd.)

B. Customer Inadvertently Overcharged.

If the Company has inadvertently overcharged a customer as a result of a misapplied schedule or any other human or machine error, the Company will, for any amount of one dollar (\$1.00) or more (amounts less than \$1.00 will be credited to account) at the Customer's option, credit, or refund the excess amount paid by that customer or credit the amount billed as provided by the following:

1. If the interval during which the customer was overcharged can be determined, then the telephone utility shall credit or refund the excess amount charged during the interval, provided that the applicable statute of limitations shall not be exceeded.
2. If the interval during which the customer was overcharged cannot be determined, then the telephone utility shall credit or refund the excess amount charged during the 12-month period preceeding the date when the error was discovered.
3. If the exact amount of the overcharge incurred by the customer during the billing periods subject to adjustment cannot be determined, then the credit or refund shall be based on an appropriate estimated amount of excess payment.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.8 Billing Disputes, (Cont'd.)

C. Customer Undercharged Due to Willfully Misleading Company.

If the Company undercharged any Customer as a result of a fraudulent or willfully misleading action of that Customer, or any action by any person (other than the employees or agents of the telephone utility), such as tampering with the facilities, when it is evident that such tampering or bypassing occurred during the residency of that customer, or if it is evident that a customer has knowledge of being undercharged without notifying the telephone utility as such, then the telephone utility shall recover the deficient amount provided as follows:

1. If the interval during which the customer was undercharged can be determined, then the Company shall collect the deficient amount incurred during the entire interval, provided the applicable statute of limitations is not exceeded.
2. If the interval during which the Customer was undercharged cannot be determined, then the Company shall collect the deficient amount incurred during the 12-month period preceding the date when the billing error was discovered by the Company.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.8 Billing Disputes, (Cont'd.)

D. Customer Undercharged Due to Human or Machine Error.

If the Company undercharged any Customer as a result of a misapplied schedule, or any human or machine error then the Company may recover the deficient amount as follows:

1. If the interval during which a customer was undercharged can be determined, then the Company may collect the deficient amount incurred during the entire interval up to a maximum period of six months.
2. If the interval during which a Customer was undercharged cannot be determined, then the Company may collect the deficient amount incurred during the six month period preceding the date when the billing error was discovered by the Company.
3. The Customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills devoid of late charges, over the same number of billing periods which occurred during the interval the customer was subject to pay the deficient amount.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.6 Payment Arrangements, (Cont'd.)

2.6.8 Billing Disputes, (Cont'd.)

E. Complaint Procedures

Inquiries, general questions, or complaints may be directed informally to Company by telephone, in person, or in writing at

Atlantic Broadband Enterprise, LLC
2 Batterymarch Park, Suite 205
Quincy, MA 02169
Telephone: (617) 786-8800
Facsimile: (617) 786-8803
Toll Free: (888) 536-9600

Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer and the Company are unable to resolve a dispute to their mutual satisfaction, the Customer may file a complaint with the Customer Services Division of ORS for investigation. The contact information for such is listed in the following:

Office of Regulatory Staff
Consumer Services Division
1401 Main Street, Suite 900
Columbia, SC 29201

Telephone Number: 803-737-5230
Toll Free Number: 800-922-1531
Facsimile Number: 803-737-4750

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects

2.7.1 Credit for Interruptions

- A. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- C. A credit allowance will be given, upon request of the Customer to the business office, for interruptions of twenty-four (24) hours or more. Credit allowances will be calculated as follows.

One-thirtieth of the monthly rate of all services and facilities furnished by the Company rendered inoperative, useless or substantially impaired for each 24-hour periods during which the interruption continues after notice by the Customer to the Company if the out-of-service extends beyond a minimum of 24 hours.

- D. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

- E. "Interruption" Defined

A complete disruption of Service such that Customer is unable to utilize the Service for its intended purpose.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.7 Allowances for Interruptions in Service, (Cont'd.)

2.7.2 Limitations on Allowances

No credit allowances will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- C. interruptions due to the failure or malfunction of non-Company equipment;
- D. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction.
- H. interruptions of service caused by storms, fires, floods or other conditions beyond the Company's control.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.8 Cancellation of Service/Termination Liability

Customer may, after meeting a minimum service period, if any, terminate service by providing thirty (30) days oral or written notice to the Company prior to cancellation.

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

Upon cancellation or termination of service hereunder, Customer will make service available for removal, which will be accomplished by the Company in a careful and reasonably expeditious fashion. If Customer does not make the service or equipment available for removal by the Company, then in addition to all other remedies at law or equity available to the Company, all obligations of Customer will remain in force and effect until removal is accomplished. Customer will continue to pay charges for services during such period.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Nonrecurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all Recurring Charges specified in the applicable Service Order for the balance of the then current term;
- D. the reasonable removal of all equipment specially ordered to service Customers, including: crating, shipping and insurance charges to the Company if the Company can utilize the equipment.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.9 Customer Liability for Unauthorized Use of the Network

2.9.1 Unauthorized Use of the Network

Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this tariff, or uses specific services that are not authorized.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- A. to any subsidiary, parent Company or affiliate of the Company; or
- B. pursuant to any sale or transfer of substantially all the assets of the Company; or
- C. pursuant to any financing, merger or reorganization of the Company.

GENERAL SERVICES TARIFF

SECTION 2 – REGULATIONS, (CONT'D.)

2.11 Notices and Communications

- A. The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- B. The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- C. All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever comes first.
- D. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

GENERAL SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS AND RATES

3.1 FlexTrunk Service

3.1.1 Description of Service

FlexTrunk service is a voice trunk solution that communicates with Private Branch Exchanges (PBX) using Primary Rate Interface (PRI) or Session Initiation Protocol (SIP). The service is available over either high-capacity dedicated fiber or over the Company's Hybrid Fiber Coax (HFC) network. The service is available under a 36-month term agreement.

3.1.2 Rates

	Maximum Rates			
Product Description	Speed	12 Month	24 Month	36 Month
FlexTrunk PRI (Primary Rate Interface With Internet)	25 Mbps	N/A	N/A	\$1,200
FlexTrunk PRI (Primary Rate Interface Without Internet)	N/A	N/A	N/A	\$ 950

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2 Batterymarch Park, Suite 205
Quincy, Massachusetts 02169

GENERAL SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.2 Ethernet Private Line Service

3.2.1 Description of Service

Ethernet Private Line (EPL) service is a point-to-point port-based Dedicated Layer 2 Ethernet Transport service utilizing dedicated fiber with speeds up to 10 Gbps.

Ethernet Virtual Private Line (EVPL) service is a point-to-point and hub and spoke VLAN-based Dedicated Layer 2 Ethernet Transport service utilizing dedicated fiber with speeds up to 1 Gbps.

Ethernet LAN (E-LAN) service is a fully meshed multipoint VLAN-based Virtual Private LAN (VPLS) transport service utilizing dedicated fiber with speeds up to 1 Gbps.

GENERAL SERVICES TARIFF

SECTION 3 – SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.2 Ethernet Private Line Service, (Cont'd.)

3.2.2 Maximum Rates

Product Description	Maximum Rates				
	Speed	12 Month	24 Month	36 Month	60 Month
Metro- UNI (User Network Interface)	100Mbps	\$1,280	\$1,120	\$1,020	\$920
	1Gbps	\$1,650	\$1,450	\$1,320	\$1,190
Metro-E Internet EVC (Ethernet Virtual Channel)	10Mbps	\$1,630	\$1,430	\$1,300	\$1,170
	20Mbps	\$1,880	\$1,650	\$1,500	\$1,350
	50Mbps	\$2,380	\$2,090	\$1,900	\$1,710
	100Mbps	\$3,260	\$2,870	\$2,610	\$2,350
	200Mbps	\$3,740	\$3,290	\$2,990	\$2,690
	300Mbps	\$4,590	\$4,040	\$3,670	\$3,300
	500Mbps	\$6,290	\$5,530	\$5,030	\$4,530
	1Gbps	\$9,680	\$8,510	\$7,740	\$6,970
Metro-E E-Line and E-VPL EVC (Ethernet Virtual Channel)	10Mbps	\$630	\$550	\$500	\$450
	20Mbps	\$880	\$770	\$700	\$630
	50Mbps	\$1,380	\$1,210	\$1,100	\$990
	100Mbps	\$1,880	\$1,650	\$1,500	\$1,350
	200Mbps	\$1,760	\$1,800	\$1,640	\$1,480
	300Mbps	\$2,400	\$2,110	\$1,920	\$1,730
	500Mbps	\$3,680	\$3,230	\$2,940	\$2,650
	1Gbps	\$6,200	\$5,460	\$4,960	\$4,460

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GENERAL SERVICES TARIFF

SECTION 4 - SPECIAL ARRANGEMENTS

4.1 Special Construction

4.1.1 Basis for Charges

Where the Company furnishes a facility for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include:

- A. non-recurring type charges;
- B. recurring type charges;
- C. termination liabilities; or
- D. combination thereof.

4.1.2 Basis for Cost Computation

The costs referred to in 5.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights of way.
- B. cost of maintenance;
- C. depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for estimated net salvage;
- D. any other identifiable costs related to the facilities provided; or
- E. an amount for return and contingencies.

The Company will provide a quote to the Customer prior to commencing any work.

GENERAL SERVICES TARIFF

SECTION 4 - SPECIAL ARRANGEMENTS, (CONT'D.)

4.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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GENERAL SERVICES TARIFF

SECTION 5 - CURRENT RATES

5.1 FlexTrunk Service

Product Description	Speed	12 Month	24 Month	36 Month
FlexTrunk PRI (Primary Rate Interface With Internet)	25 Mbps	N/A	N/A	\$670
FlexTrunk PRI (Primary Rate Interface Without Internet)	N/A	N/A	N/A	\$520

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GENERAL SERVICES TARIFF

SECTION 5 – CURRENT RATES, (CONT'D.)

5.2 Ethernet Private Line Service

Product Description	Speed	12 Month	24 Month	36 Month	60 Month
Metro- UNI (User Network Interface)	100Mbps	\$770	\$670	\$610	\$550
	1Gbps	\$990	\$870	\$790	\$715
Metro-E Internet EVC (Ethernet Virtual Channel)	10Mbps	\$980	\$860	\$780	\$700
	20Mbps	\$1,130	\$990	\$900	\$810
	50Mbps	\$1,430	\$1,255	\$1,140	\$1,025
	100Mbps	\$1,955	\$1,720	\$1,565	\$1,410
	200Mbps	\$2,245	\$1,975	\$1,795	\$1,615
	300Mbps	\$2,755	\$2,425	\$2,200	\$1,980
	500Mbps	\$3,775	\$3,320	\$3,020	\$2,720
	1Gbps	\$5,810	\$5,105	\$4,645	\$4,180
Metro-E E-Line and E-VPL EVC (Ethernet Virtual Channel)	10Mbps	\$380	\$330	\$300	\$270
	20Mbps	\$530	\$460	\$420	\$380
	50Mbps	\$830	\$725	\$660	\$595
	100Mbps	\$1,130	\$990	\$900	\$810
	200Mbps	\$1,055	\$1,080	\$985	\$890
	300Mbps	\$1,440	\$1,265	\$1,150	\$1,040
	500Mbps	\$2,210	\$1,940	\$1,765	\$1,590
	1Gbps	\$3,720	\$3,275	\$2,975	\$2,675

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